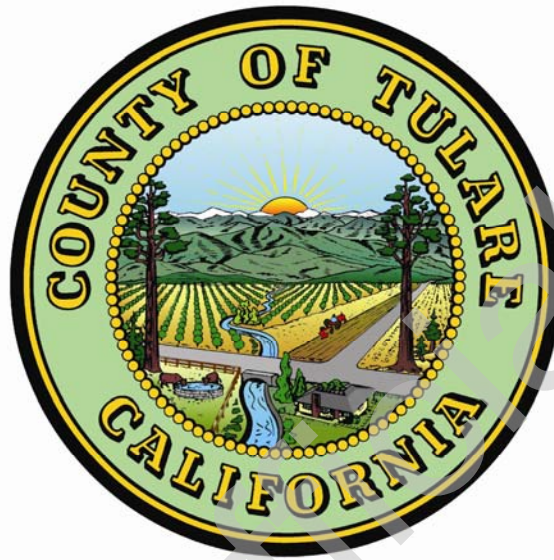


COUNTY OF TULARE

STATE OF CALIFORNIA



**SPECIAL PROVISIONS  
PROPOSAL AND CONTRACT**

FOR CONSTRUCTION OF

**TERRA BELLA & RICHGROVE  
ROAD IMPROVEMENT PROJECT**

FUNDED BY:

2006 HALF-CENT TRANSPORTATION SALES TAX MEASURE  
(MEASURE R)

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**COUNTY OF TULARE**  
**STATE OF CALIFORNIA**  
**SPECIAL PROVISIONS,**  
**PROPOSAL AND CONTRACT**  
**FOR CONSTRUCTION OF**  
**TERRA BELLA & RICHGROVE**  
**ROAD IMPROVEMENT PROJECT**

FUNDED BY:

2006 HALF-CENT TRANSPORTATION SALES TAX MEASURE  
(MEASURE R)

APPROVED: \_\_\_\_\_



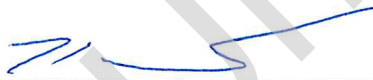
Reed Schenke, P.E.  
Director – Public Works  
Tulare County Resource Management Agency

DATE: \_\_\_\_\_

7/10/17

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY  
OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

SIGNED: \_\_\_\_\_



Hernan Beltran, P.E.  
Project Manager  
Tulare County Resource Management Agency

DATE: \_\_\_\_\_

7/10/17

For use in connection with the 2010 Standard Specifications  
of the Department of Transportation of the State of California



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**SPECIAL PROVISIONS**  
**For Construction of**  
**TERRA BELLA & RICHGROVE**  
**ROAD IMPROVEMENT PROJECT**

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Unofficial

COUNTY OF TULARE

**STATE OF CALIFORNIA**

**NOTICE TO BIDDERS**

Complete, signed, sealed bid proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE  
PROJECT PLANS FOR CONSTRUCTION OF

**TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**

will be received at the office of the Clerk of the Board of Supervisors, Administration Building, County Civic Center, 2800 West Burrel Avenue, Visalia, California, until **3:00 pm on Thursday, August 10, 2017**, at which time they will be publicly opened and read at said location.

General work description: The work to be done consists, in general, of constructing curb, gutter, sidewalks, ramps, driveways, traffic signs, pavement markings and other asphalt concrete improvements which includes but not limited to cold planing, placing Hot Mix Asphalt Concrete (HMA), and asphalt paveouts or road widening as shown on the Plans. Other items or details not mentioned herein that are required by the Plans, Standard Specifications or these Special Provisions. Bidders may visit the project site.

This project is off of the Federal Highway System.

This project is a Non-Federal-Aid project with an estimated project cost of approximately **\$1,228,000**.

The contract will be awarded to the lowest responsible bidder submitting a responsive bid.

The Project is to be completed within 50 days working days from the date established in the NOTICE TO PROCEED. The Agreement includes provisions for Liquidated Damages if the Project is not timely completed.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Resource Management Agency-Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277; Telephone (559) 624-7000, office hours 9 AM-4:30 PM, Mon-Thurs and 9 AM-11 AM, Friday. There is a nonrefundable fee of \$25.00 per set for the documents. An unofficial set of Plans, Specifications, and all pertinent Biological Documents are available for download at the County's website at the following

<http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/>

**FOLLOW THESE INSTRUCTIONS: Remove perforated "Proposal" Section from this Special Provisions package. Complete all required forms and exhibits and submit unbound/unstapled originals at the location described above.**

To be considered a plan holder and to receive any addendum, bidders must obtain a set of Plans, Specifications and proposal forms at the Resource Management Agency, and be listed on the planholders list. Bidders must be on the planholders list for their bid to be considered responsive. All addendums, prebid meeting minutes, bid clarifications, plan holders list, and relevant information will be available at the

County's website as mentioned above. Addendums will also be provided to contractors on the plan holders list via the information provided by the contractor on the plan holders list. Bid results will be posted on the County website within two working days of the bid opening.

Technical questions should be directed in writing to Hernan Beltran, P.E. at the Resource Management Agency, 5961 S. Mooney Blvd, Visalia CA 93277 or at HBeltran@co.tulare.ca.us. **No questions shall be accepted within five working days of the bid opening (Questions shall be received by 5:00 pm Wednesday, August 2, 2017).** All questions and responses will be continuously posted on the County website.

Before submitting a bid, bidders shall carefully examine the Plans and Specifications, and related documents, visit the site of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the work.

**A Pre-bid meeting is scheduled for 10:00 am, Tuesday, August 1, 2017, at the Resource Management Agency Main Conference Room located at 5961 S. Mooney Blvd. Visalia, CA 93277. The meeting is not mandatory, but bidders are encouraged to attend. The bidder awarded the contract may need to obtain permits, licenses, or enter into agreements to prosecute the work. Bidders are advised that, unless otherwise stated, the contract price will be full compensation and no additional compensation will be allowed. If the bidder must obtain permits, licenses, contracts or other services to prosecute the work, the bidder will pay the cost of those items and no other compensation will be paid by the County.**

Bids are required for the entire work described herein. Each bid proposal shall be accompanied by a bidder's bond, or by a certified check or cashier's check, in the amount of ten percent (10%) of the amount bid or the bid will be considered unresponsive.

At the time the bid is submitted, you shall possess a current valid California Class A Contractor's license.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the Special Provisions and contract. Two million dollars (\$2,000,000) liability coverage is required for this project.

Substitution for moneys withheld shall be permitted pursuant to Public Contract Code Section 10263. This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are on file with the Clerk of the Board of Supervisors and will be made available to any interested person on request. Also, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are **not** included in the Proposal and Contract. You are responsible to check current wage rates at [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx). Addenda to modify the Federal minimum wage rates, if necessary, will be issued to the plan holders. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed in the Special Provisions.

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. Please review the language of this section in the Proposal, page P-7.



You shall be responsible for compliance by all subcontractors with Labor Code Section 1776.

All bidders are invited to attend the bid opening. The results of the bid opening will be reported to the Board of Supervisors at a scheduled meeting. The contract will be awarded in the manner and within the time periods provided in Section 3 of the Standard Specifications, Department of Transportation of the State of California, 2010 Edition, as amended by the project Special Provisions, unless the Board of Supervisors exercises its right to reject any or all bids. After the time set for opening of bids, no bid may be withdrawn for a period of ninety (90) days. The Board of Supervisors reserves the right to deem the bid non-responsive for any information crossed out from the bid packet including information completed by the manufacturer.

The Board of Supervisors reserves the right to reject any or all bids, and/or waive any informality in any bid, and/or determine in its discretion the responsibility of any bidder.

The Board of Supervisors further reserves all rights to use County Forces, or to negotiate contracts, or both, to the extent authorized by the Public Contract Code.

By order of the Board of Supervisors.

MICHAEL C. SPATA  
County Administrative Officer/  
Clerk, Board of Supervisors.

By \_\_\_\_\_ Original Signed

Deputy

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## DIVISION I GENERAL PROVISIONS

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### 1 GENERAL

#### Add to Section 1-1.01:

The work embraced herein must be done under the 2010 Standard Specifications (hereafter referred to as the "Standard Specifications"), as amended by these Special Provisions, the 2010 Standard Plans (hereafter referred to as the "Standard Plans"), of the Department of Transportation of the State of California, the project plans described below, and under the following Special Provisions.

For the purpose of this contract, the following terms or pronouns in place of them, used throughout the Standard Specifications and these Special Provisions and defined in Section 1, Definitions, of the Standard Specifications, shall be interpreted as follows:

TERM	INTERPRETATION
State	County of Tulare, when referring to the State of California, including its agencies, departments or divisions whose conduct or action is related to the work, except when used only to identify a State Form or Document.
Department or Department of Transportation, or Director	The Tulare County Board of Supervisors, except when used only to identify a State Form or Document.
Engineer	Tulare County Director of the Resource Management Agency/Director of Transportation, or designee and authorized agents acting within the scope of their authority.
County	The County of Tulare, including its agencies, departments or divisions whose conduct or action is related to the work.
Transportation Laboratory or METS	Tulare County Resource Management Agency, except when used to identify a State form, document, or testing procedure.

The project plans for this project were approved July 18, 2017, and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE  
PROJECT PLANS FOR CONSTRUCTION OF

#### TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT

The following documents will be supplied to you with the Notice to Proceed:

1. One complete set of full size (24"x36") Project Plans
2. One complete set of half size (11"x17") Project Plans

3. Two complete bid books including:
  - 3.1. Notice to Contractors
  - 3.2. Special Provisions
  - 3.3. Technical Specifications
  - 3.4. Proposal
  - 3.5. Contract
4. One Compact Disk (CD) with Adobe PDF versions of full size and half size plans and Special Provisions, Proposal and Contract.

No additional copies will be provided. Additional bid books, if available, may be purchased at twenty-five dollars (\$25) per book.

**Replace "holiday" and its definition in Section 1-1.07B with:**

**holiday:** County legal holidays and every Sunday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

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## 2 BIDDING

Replace Section 2-1.06 with the following:

### 2-1.06 BID DOCUMENTS

#### 2-1.06A General

*Standard Specifications* and *Standard Plans* may be viewed at the Caltrans Web site and may be purchased at the Publication Distribution Unit.

The *Special Provisions, Proposal and Contract* and project plans may be viewed at the Resource Management Agency – Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277 and at the County's Web site:

<http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/>

The *Special Provisions, Proposal and Contract* books may be ordered at the Resource Management Agency – Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277.

The *Special Provisions, Proposal and Contract* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

#### 2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in the special provisions.

Logs of test borings are supplemental project information.

If an *Information Handout* is available you may view it at the County Web site.

If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

1. Contract number
2. Viewing date
3. Contact information, including telephone number

Replace the first paragraph of Section 2-1.33A with the following:

Complete forms in the *Proposal*. Submit the forms with your bid.

Replace Section 2-1.34 with the following:

### 2-1.34 BIDDER'S SECURITY

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Bidder's bond signed by a surety insurer who is licensed in California

If using a bidder's bond, you must use the form in the *Proposal*.

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### 3 CONTRACT AWARD AND EXECUTION

Replace all of Section 3 with:

#### 3-1.01 AWARD OF CONTRACT

The Tulare County Board of Supervisors reserves the right to reject any or all proposals, or waive discrepancies or failures in a proposal. The decision of the Tulare County Board of Supervisors regarding the amount of a bid, or existence or treatment of a discrepancy or failure in a bid will be final. The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 60 days after the opening of proposal. This period may be subject to an extension for such further period as may be agreed upon in writing between the Tulare County Board of Supervisors and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

**The following failures are not waiveable and will cause a bid to be considered non-responsive:**

1. **Failure to sign the bid**
2. **Failure to furnish the required bid bond or equivalent**
3. **Failure to include a total amount of the bid**
4. **Failure to submit a completed addenda certification statement**
5. **Failure to be listed on the planholders list**

The above list is not inclusive of all failures that the Tulare County Board of Supervisors will consider non-responsive. However, the Tulare County Board of Supervisors reserves the right to waive other types of discrepancies or failures. The Tulare County Board of Supervisor's decision or treatment regarding a bid will be final.

The contract must be signed by the successful bidder and returned together with the contract bonds and insurance certificates within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the County that the contract is scheduled for award by the Board of Supervisors.

#### BID PROTEST PROCEDURES

**Bid Protests.** Any bid protests must be in writing and received by County's Assistant Director – Public Works, Tulare County Resource Management Agency, 5961 S. Mooney Boulevard, Visalia, CA 9327, before 5:00 p.m. no later than four working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

**A. General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors and material suppliers are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. A bid protest against the bids of more than one bidder shall be considered as separate protests against each such bidder and will be separately considered. For purposes of this Bid Protest Procedure, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.

**B. Protest Contents.** Each bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

**C. Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by County's Assistant Director – Public Works, before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

**D. Consideration of Protests.** The Assistant Director – Public Works or his or her designee will inform the protesting and protested bidders in writing of the time and place that the Board of Supervisors will consider the protest(s).

**E. Exclusive Remedy.** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**F. Right to Award.** The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

### **3-1.02 BONDS**

You must file with the signed contract two bonds, these bonds must be in the amount and for the purposes specified below. They must be surety bonds and must be issued by corporations duly and legally licensed to transact business in the State of California. They must be maintained by you, at your expense, during the entire term of the contract.

A Performance Bond must be furnished in the amount of one hundred percent (100%) of the contract price and must guarantee faithful performance of the contract and must insure the County during the life of the contract and for the term of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

A Payment Bond must be furnished in the amount of one hundred percent (100%) of the contract price and must guarantee the payment in full of all claims for labor and material in accordance with the provisions of Section 9550-9566 of the Civil Code of the State of California. The life of the Payment Bond must extend to 30 days after notice of completion is recorded.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, must be issued by an admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. **The Payment, Bid and Performance Bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are in the form shown in these Special Provisions, and are underwritten by an admitted surety.**

An unrevoked attorney-in-fact must accompany the bid certifying an agent to issue the performance bond and the materials and labor bond.

The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The bidder may be required to submit the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code 173.



### **3-1.03 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

The Contractor will have the required license until the project is completed.

### **3-1.05 CONTRACT EXECUTION**

The successful bidder must sign the *Contract* form.

Deliver to the Engineer:

1. Signed *Contract* form (6 signed originals). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 3247 through 3252, with either County Clerks certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of these special provisions including general liability, automobile and workers' compensation.
5. Evidence that you possess a current, valid state Contractor's license required to perform the work under this Contract. A copy of your license is sufficient.

The Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract is included in the *Special Provisions Proposal and Contract*.

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## **5 CONTROL OF WORK**

### **Delete Section 5-1.09 PARTNERING**

#### **Add Section 5-1.23B(8) with:**

Contractor shall complete all grinding, paving, slurry sealing and concrete work at one community including driveway tie-ins, intersections and shoulder backing, prior to starting grinding, pulverizing, paving, slurry sealing and concrete work in the second community, as directed by the Engineer.

#### **Replace Section 5-1.26 with:**

##### **5-1.26 CONSTRUCTION SURVEYS**

You must set construction stakes and markers to establish the lines and grades required for the completion of the work on the plans and as specified in the Standard Specifications and these special provisions and as necessary for the Engineer to check lines, grades, alignment and elevations.

All procedures, methods, and typical stake markings shall be in accordance with Chapter 12, Construction Surveys, of the Caltrans "Survey Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit, 1900 Royal Oaks Drive, Sacramento, and California 95815, (916) 445-3520.

Staking must be performed under the direction of a licensed surveyor or registered civil engineer with the authority to perform land surveying.

Electronic drawing files in AutoCAD format, containing 2-dimensional linework of horizontal alignments, centerlines and layout lines will be furnished to you for your use in performing construction staking. A Digital Terrain Model (DTM) will not be provided.

In using, modifying, or accessing information from the electronic files, you are responsible for confirmation, accuracy, and checking of the data from the electronic files against the data contained on the contract documents. The County and the Design Engineer hereby disclaim all responsibility from any results obtained in use of electronic files and not guarantee any accuracy of the information. You assume full responsibility for comparing the electronic file information to the contract documents and immediately notifying the Engineer in writing of any observed discrepancies.

You understand and agree that the electronic files provided pursuant to this Contract, are instruments of professional services and shall remain the property of the County and will not be disseminated to others for purposes other than this project.

Because of the possibility that information and data delivered in AutoCAD format may be altered, whether inadvertently or otherwise, the County reserves the right to retain hard copy originals of all electronic files delivered to you, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

In using the electronic information, you understand that the automated conversion of information and data from the system and format used by the Design Engineer to an alternate system or format cannot be accomplished without the possibility of introduction of inexactitudes, anomalies, and errors. In the event the electronic files provided to you in AutoCAD format is so converted, you agree to assume all risks associated therewith, and to the fullest extent permitted by law, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

In using the electronic information, you recognize that changes or modifications to electronic media introduced by anyone other than the Design Engineer may result in adverse consequences, which the Design Engineer can neither predict nor control. Therefore, and in consideration of the Design Engineer's

agreement to deliver its instruments of professional service in AutoCAD format, Contractor agrees, to fullest extent permitted by laws, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misrepresentation, misuse, or reuse by others of the electronic information provided by the Design Engineer. The foregoing indemnification applies, without limitation, to any use of the electronic files on other projects.

All computations necessary to establish the exact position of the work from control points shall be made by you. All computations, survey notes, cut sheets, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computation, notes, cut sheets, and other records shall be furnished to the Engineer on the same day construction stakes are set.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, cut sheets, and other data used to accomplish the work shall be furnished to the Engineer and shall become the property of the County.

The contract lump sum price paid for Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required for construction staking, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Replace Section 5-1.27E with:**

**5-1.27E Change Order Bills**

Maintain separate records for change order work costs.

Submit change order bills to the Engineer.

**Replace Section 5-1.28 with:**

**5-1.28 UTILITIES**

You must make arrangements to obtain electrical power, water or compressed air or other utilities required for your operations and you must make and maintain the necessary service connections at your own expense.

**Replace Section 5-1.32 with:**

**5-1.32 AREAS FOR CONTRACTOR'S USE**

No area is available within the contract limits for your exclusive use. However, temporary storage of equipment and materials on County property may be arranged with the Engineer. Use of work areas and other County-owned property shall be at your own risk. The County shall not be held liable for damage to or loss of materials or equipment located within these areas.

Remove all equipment, materials, and rubbish from the work areas and other County-owned property you occupy and leave the areas in a presentable condition. Comply with Section 4-1.13.

You must secure, at your own expense, areas required for storage of materials and equipment or for other purposes if sufficient area is not available within the contract limits.

The County does not allow temporary residences within the County right-of-way.

**Add to section 5-1.36 with:**

Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified and located immediately:

1. Stop work near the monument
2. Notify the engineer

Do not resume work near the monument until authorized.

**Add to the last sentence of the last paragraph in Section 5-1.38:**

or defects in workmanship and materials.

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## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Add following the last paragraph of Section 7-1.02K(1):**

Post job site notices in compliance with Title 8 California Code of Regulations Section 16451

**Add to the second paragraph of Section 7-1.02K(2):**

3. At the Clerk of the Board of Supervisors

**Replace “\$50” in the 1<sup>st</sup> sentence of the 6<sup>th</sup> paragraph of Section 7-1.02K(2), with:**

\$200

**Replace “\$25” in the 2nd sentence of the 13th paragraph of Section 7-1.02K(3), with:**

\$100

**Delete the following from Section 7-1.02K(3):**

You may submit certified payroll records electronically to the mailbox address that corresponds to the district in which the work is located. The districts' electronic mailbox addresses are as shown in the following table:

**Electronic Mailboxes**

District	Address
1	district1.payrolls@dot.ca.gov
2	district2.payrolls@dot.ca.gov
3	district3.payrolls@dot.ca.gov
4	district4.payrolls@dot.ca.gov
5	district5.payrolls@dot.ca.gov
6	district6.payrolls@dot.ca.gov
7	district7.payrolls@dot.ca.gov
8	district8.payrolls@dot.ca.gov
9	district9.payrolls@dot.ca.gov
10	district10.payrolls@dot.ca.gov
11	district11.payrolls@dot.ca.gov
12	district12.payrolls@dot.ca.gov

Before submitting the payroll records electronically, you must complete and sign the Contractor's Acknowledgement and submit it to the district's electronic mailbox address.

The Department responds with an e-mail containing a Caltrans Internet Certificate to be used for the electronic submission of payroll records. When you accept the certificate and reply to the e-mail, the Department is ready to accept your electronic submissions.

Each electronic submission must:

1. Include certified payroll records in a non-modifiable pdf format. No spreadsheets, Microsoft Word documents, or password-protected documents are accepted.
2. Include a signed *Statement of Compliance* form with each weekly record.
3. Be received by the Department by close of business on the 15th day of the month for the prior month's work.
4. Be encrypted before submission.

5. Contain the following information in the subject line:
  - 5.1. Contract number.
  - 5.2. Week ending date as W/E mm/dd/yy.
6. Contain 1 contract number and week ending date per submission.

For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance Web site.

**Add following the fourth paragraph of Section 7-1.02K(3):**

Submit all certified payroll directly to the Department of Industrial Relations (DIR) in electronic format. This requirement is effective for all new contracts awarded after April 1, 2015, and for work performed on any public works project after January 1, 2016 regardless of the date of award.

**Replace "Reserved" in section 7-1.02L(1) with:**

According to Public Contract Code § 6109, with respect to subcontractors which are ineligible to perform work on public works projects according to Labor Code § 1777.1 or 1777.7:

1. The Contractor must not allow any such subcontractor to work on this project.
2. The Contractor must repay to the Owner any money paid to any such subcontractor allowed to work on this project.
3. The Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

**Replace Section 7-1.05 with:**

**7-1.05 INDEMNIFICATION**

Hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance by Contractor or its agents, officers and employees under this Contract or also referred to as this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against the County alleging civil rights violations by you under Government Code sections 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on County for your failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term or termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**Replace Section 7-1.06 with:**

**7-1.06 INSURANCE**

Prior to approval of this Agreement by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth below, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined below shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

1. Minimum Scope & Limits of Insurance

- 1.1. Coverage at least as broad as Commercial General Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. Comprehensive Automobile Liability Insurance covering any auto with limits no less than \$1,000,000 per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than \$2,000,000.
- 1.3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 1.4. Bid bond to ensure the successful bidder will undertake the project at the quoted price.
- 1.5. Performance Bond for the full value of the contract.
- 1.6. Payment Bond or Labor and Materials Bond to guarantee payment of all work to subcontractors, suppliers and laborers.

2. Specific Provisions of the Certificate

- 2.1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- 2.2. The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:
  - 2.2.1 *The County of Tulare, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
  - 2.2.2 *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - 2.2.3 *CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from Contractor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.*
  - 2.2.4 *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the COUNTY.*
- 2.3. *The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

3. Deductibles and Self-Insured Retentions

- 3.1. Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

4. Acceptability of Insurance
  - 4.1. Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
5. Verification of Coverage
  - 5.1. Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.
6. Subcontractors
  - 6.1. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that County of Tulare, its officers, agents, officials employees and volunteers are additional insureds on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format as least as broad as CG 20 38 04 13.



## **8 PROSECUTION AND PROGRESS**

### **Add to Section 8-1.01:**

You must procure all permits, licenses, contracts and other services needed to prosecute the work. You must pay for all permits, licenses, contracts and other services. Payment is included in the contract price and no additional compensation will be allowed.

The number of working days allowed for completion of the work shall be set forth in Section 8-1.05 of the Standard Specifications as modified by Article XIII of the Contract. In the case of a conflict between the Standard Specifications and the Contract, the Contract shall prevail.

The sum to be paid as liquidated damages shall be set forth in section 8-1.10 of the Standard Specifications as modified by Article XIII of the Contract.

### **Add to Section 8-1.02:**

Any time the Engineer requests a practicable progress schedule in writing, submit the updated schedule within 10 working days of the Engineer's written request.

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## **9 PAYMENT**

**Replace the twelfth paragraph beginning with “For these payments, interest starts to accrue...” in Section 9-1.03 with:**

For these payments, interest starts to accrue 30 days after the Engineer receives acceptance from you of the progress payment amount determined by the Engineer. Acceptance of the progress payment may be in the form of an invoice matching the progress payment amount or a letter indicating that you accept the amount of the progress payment.

**Replace the last paragraph of Section 9-1.03 with:**

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

**Add the following to Section 9-1.16A with:**

### **9-1.16A General**

Submit an invoice matching the progress payment amount or a signed letter indicating that you accept the progress payment amount. The Engineer does not process a progress payment without the matching invoice or the progress payment acceptance letter.

**Replace Section 9-1.17D(1) with:**

### **9-1.17D(1) General**

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the County pays the amount due within 90 days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 6-3.06, and 9-1.21.

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 90 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in sections 5-1.27, 6-3.06, and 9-1.21. Please read this section in the context of the newly enacted Public Contract Code section 9204, which prescribes a claim resolution process.

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## DIVISION II GENERAL CONSTRUCTION

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### 10 GENERAL

#### Add to Section 10-1.01:

Coccidioidomycosis, also known as "Valley Fever" or "cocci", is a disease caused by *Coccidioides* fungi which infect the lungs. When the fungus spores present in soil are disturbed, the spores may become airborne and can be inhaled.

You are hereby notified that the spores which cause Valley Fever are endemic to Tulare County. Activities which disturb soil or expose workers to dust, such as digging, operating earth-moving equipment, driving vehicles, and working in wind-blown areas, may increase the risk of Valley Fever in workers.

Information regarding preventing and recognizing the symptoms of Valley Fever are available from the California Department of Public Health and the California Department of Industrial Relations.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

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## 12 TEMPORARY TRAFFIC CONTROL

Submit a traffic control plan for acceptance by the Engineer. The traffic control plan shall depict the traffic control devices to be used and their location and shall be prepared by licensed Traffic Engineer or Civil Engineer. Payment for the traffic control plan is included in the traffic control system.

You are required to pay for the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

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### 13 WATER POLLUTION CONTROL

#### **Add following the last paragraph of Section 13-4.03C(1):**

Before any materials are stockpiled or equipment parked / stored outside of the right of way, you must first obtain written authorization from the property owner on whose property the materials are to be stockpiled or equipment parked/stored. You must file with the Engineer said authority or a certified copy thereof together with a written release from the property owner absolving the County of Tulare from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property. Before any material is stockpiled or equipment parked/stored, you must obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Failure to provide written authorization shall result in the withholding of all funds due to you until said authorization is received by the County.

Obtain all permits required by all applicable regulatory agencies and comply with all applicable codes, regulations and zoning ordinances prior to establishing a storage yard for materials and/or equipment.

Provide copies of all permits acquired to the Engineer.

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## 14 ENVIRONMENTAL STEWARDSHIP

### Add following the last paragraph of Section 14-1.01:

You must comply with all applicable requirements and provisions of the environmental document(s) and the permits obtained for this project.

A delay to the controlling operation due to environmental requirements will be considered a temporary suspension of work under Section 8-1.06. No contract adjustment or additional compensation will be made for delays caused by environmental requirements. The days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06B.

### Replace Section 14-10.03 with:

#### **14-10.03 Recycling and Diversion of Construction and Demolition Debris**

You must comply with Article 10 of the Tulare County Ordinance Code Chapter 3, Part IV, "Recycling and Diversion of Construction and Demolition Debris," which requires you to recycle 100% of inert solids (asphalt, concrete, rock, stone, brick, sand, soil and fines) and 50% by weight of the remaining construction and demolition material generated by the work. Submit the required Pre-Plan portion of the Construction and Demolition Waste Recycling and Reuse Plan after the award of the contract to the Engineer with the contract documents identifying the material type, hauler, disposal location and the percentage of material to be reused or recycled. There is no filing fees required for this submission of this plan. A copy of the Ordinance, the form for the Construction and Demolition Waste Recycling and Reuse Plan and other information may be found at:

<http://tularecounty.ca.gov/solidwaste/>

Submit to the Engineer the required Final Report of the Construction and Demolition Waste Recycling and Reuse Plan prior to the Engineer's acceptance of the work.

Full compensation for all labor, tools, equipment and reporting requirements required for compliance with the Recycling and Diversion of Construction and Demolition Debris Ordinance shall be considered as included in the items of work generating this debris and no additional compensation will be allowed therefor.

### Replace Section 14-11.02A with:

#### **14-11.02A Removal of Asbestos and Hazardous Substances**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and you encounter materials you reasonably believe to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, you may continue work in unaffected areas reasonably believed to be safe. You must immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and you will be compensated for the delay in conformance with the provisions in Section 8-1.07.

### Replace Section 14-12.02 with:

#### **14-12.02 PERMITS AND LICENSES**

Comply with Section 5-1.20B.

Comply with the requirements of the permits acquired by the County for this project located elsewhere in these special provisions.

You must comply with all applicable San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) regulations and requirements.

Obtain a Demolition Permit Release from SJVAPCD. Nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations. You are responsible for payment of all the fees required to obtain the Demolition Permit Release.

Comply with Section 7-1.02, Section 7-1.07, Section 14-9.02 and Section 14-9.03.

For projects that will result in land disturbance of greater than one acre file the Notice of Intent and pay the appropriate fee as required by the terms of General Permit No. CSA000002, for the discharge of storm water associated with construction activity.

Payment for conforming to the requirements in these permits shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

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## 15 EXISTING FACILITIES

Replace section 15-1.03B with:

### 15-1.03B Residue Containing Lead from Paint and Thermoplastic

Residue from grinding or cold planing contains lead from paint and thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

Payment for handling, removal, and disposal of grinding or cold planing residue that is a nonhazardous waste is included in the payment for the type of removal work involved.

Replace section 15-2.02B(3) with:

### 15-2.02B(3) Cold Planing Asphalt Concrete Pavement

#### 15-2.02B(3)(a) General

Schedule cold planing activities to ensure that cold planing, placement of HMA, and reopening the area to traffic is completed during the same work shift:

If you do not complete HMA placement before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement
2. Place HMA during the next work shift

#### 15-2.02B(3)(b) Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

#### 15-2.02B(3)(c) Construction

##### 15-2.02B(3)(c)(i) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.

**Replace section 15-2.02C(2) with:**

**15-2.02C(2) Remove Traffic Stripes and Pavement Markings Containing Lead**

Residue from removing traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

Payment for a lead compliance plan is not included in the payment for existing facilities work.

Payment for handling, removal, and disposal of pavement residue that is a nonhazardous waste is included in the payment for the type of removal work involved.

**15-2.03A(2)(b) Tulare County Salvage Location**

A minimum of 2 business days before hauling salvaged material to the Tulare County salvage storage location, notify:

1. Resident Engineer

For cold planing operations and other operations of removing asphalt pavement material, the County salvage storage location is:

| <u>Delivery Site</u>      | <u>Locations</u>                            |
|---------------------------|---------------------------------------------|
| Rankin Pit                | Avenue 200, 1/3 mile west of Road 140       |
| Exxon Pit                 | Avenue 56, ½ mile west of Road 120          |
| Avenue 368 Pit (Chrisman) | Avenue 368, 1 mile west of Road 124 (SR 63) |
| Avenue 112 Pit (Galasso)  | Avenue 112, 1 mile west of SR 65            |

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## 19 EARTHWORK

### Add to section 19-1.01A:

Earthwork activities include clearing and grubbing, developing a water supply, and finishing the roadway. Comply with sections 16, 17-2, and 22.

### Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

### Add to section 19-2.04:

Payment for grading adjacent to concrete sidewalk as shown on the plans is included in the payment for Finishing Roadway.

### Add to Section 19-9.02A:

Shoulder backing shall be graded and rolled to obtain a smooth surface and a relative compaction of 90% for the complete depth of the material worked. The top 0.25 foot (3") of shoulder backing material shall consist of material conforming to Section 19-9.02 Materials or existing native material present within the county right of way and the edge of paved roadway if material conforms to Section 19-9.02.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered 100 feet. The length of shoulder backing to be paid for will be determined from actual measurement, or calculated from centerline stationing or post mileage as determined by the Engineer.

The shoulder back shall be graded at a maximum of 4:1 and the final grade to be determined by the Engineer for existing conditions, road travel recovery and emergency parking.

### DELETE from Section 19-9.02 MATERIALS,

Item 5. Reclaimed processed asphalt concrete, PCC, LCB, or CTB

Shoulder backing may be 100 percent reclaimed asphalt concrete.

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## DIVISION IV SUBBASES AND BASES

## 26 AGGREGATE BASES

**Replace the second paragraph in section 26-1.03D with:**

The finish AB surface must not vary more than 0.05 foot from the grade established.

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## DIVISION V SURFACINGS AND PAVEMENTS

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### 39 HOT MIX ASPHALT

#### **Add to section 39-1.01A:**

Produce and place HMA Type A under the Standard construction process.

#### **Add to section 39-1.02C:**

Asphalt binder used in HMA Type A must be PG Grade 64-10.

#### **Add to section 39-1.02E:**

Aggregate used in HMA Type A must comply with the ¾" -inch HMA Types A and B gradation.

#### **Add to section 39-1.10:**

Edge of pavement treatment shall be per the Revised 2010 Standard Plan RSP P75, Case C where tapered safety edge is 30 degrees plus or minus 10 degrees. Tapered safety edge shall be extruded, densified edge of uniform grade and consistency as produced with Carlson brand safety attachment. An equivalent extruded, tapered safety edge will be accepted and approved by the County upon performing an acceptable trial example or demonstration.

**Replace "No Single test result may represent more than 750 tons or 1 day's production, whichever is less" in Section 39-2.03A with:**

Quality Assurance testing frequencies shall comply with the Tulare County Quality Assurance Program.

**Delete "2 consecutive" in the third paragraph of section 39-2.03A.**

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**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

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**73 CONCRETE CURBS AND SIDEWALKS**

**Add before the 1st paragraph in section 73-3.03:**

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

**Add to section 73-3.04:**

Payment for 35' Radius Curb Return, and 20' Radius Curb shall be per each return from beginning of curb return to end of curb return between gutter lip and right of way or easement, and includes all sidewalk, curbs, gutters, curb ramps, concrete, excavation, and backfill and all other work involved therewith with the exception of detectable warning surfaces which are paid for separately.

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## 81 MONUMENTS

### Add to section 81-1.01:

Monument work shall be performed under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying.

Prior to the start of any construction, each survey monument identified on the plan or otherwise identified as being at risk of being disturbed, destroyed, or covered by construction, shall be found and referenced on either a Record of Survey(s) or Corner Record(s) submitted to and accepted by the Tulare County Surveyor.

The reference Record of Survey and/or Corner Record for each found survey monument shall include:

1. Description of physical character of monument as found.
2. Description of physical character of monument after recovery.
3. Description of tagging or other markings.
4. Distance of monument above or below ground surface.
5. Distances, measured by either tape or total station, to a minimum of 4 reference points, not subject to destruction by planned construction, being within 600 feet of the recovered monument.
6. Brief legal description of corner.
7. Reference to the record document(s) and physical evidence used for the acceptance of the monument as a legally described corner.

If a Record of Survey is used, the recovered or establishment monuments shall be referenced to survey monuments recovered outside the area of construction. A minimum of 2 such monuments must be referenced. If record distances and bearings exist between monuments, that information shall be included on the Record of Survey.

If the project consists of more than one location, a separate Record of Survey shall be prepared for each location with monuments or a Corner Record shall be prepared for each monument.

If Corner Records are used, one Corner Record shall be prepared for each monument recovered, reset, rebuilt, or reestablished. A Corner Record shall include a sketch of the site of the monument in relation to the site improvements and the distances to the monument reference points.

If coordinates are shown on either a Corner Record or Record of Survey they shall be referenced to a minimum of two California Spatial Reference Network geodetic control stations, meeting the requirements of §8856 of Division 8 of the California Public Resource Code.

After construction, each survey monument affected by construction shall be replaced in the same horizontal position.

The post-construction Record of Survey or Corner Record for each reset, rebuilt, or reestablished survey monument shall include:

1. Description of physical character of monument, to include the surface and subsurface parts.
2. Description of tagging or other markings, to include the surface and subsurface parts.
3. Description of method used to establish the position of the survey monument.
4. Distance, measured by either tape or total station, to a minimum of 4 reference points and must include all remaining pre-construction reference points.

After construction, a Record of Survey shall be filed with the Tulare County Surveyor for all survey and other monuments established as part of the project and prior to completion of the project.

Corner Records and Records of Survey shall be completed in compliance the Professional Land Surveyors' Act (§§8700 – 8805 of the Business and Professions Code); Division 5, Title 16 of the California Code of Regulations; and Division 8 of the California Public Resource Code.

**Replace 2nd sentence from Section 81-1.02 with:**

Contractor furnishes survey marker disk which shall be 2 inch diameter flat brass monument marker. Survey marker shall be a Surv-Kap, product code M/M-B2S or approved equivalent.

**Add to Section 81-1.03:**

Installed survey and street monuments in paved roadway shall conform to the detail on Plate No. A-31 of the Improvement Standard of Tulare County or as shown on the construction plans.

Installed survey monuments outside the paved roadway shall consists of either a steel pipe having an inner diameter not less than 1 inch and a minimum length of 24 inches or a solid steel rod not less than 5/8th of an inch in diameter and a minimum length of 24 inches.

**Add to Section 81-1.04:**

Payment for the installation of survey markers will not be paid to contractor until the corner records or records of survey have been filed with the Tulare County Surveyor.

**Add to section 5-1.36:**

**5-1.36E Survey Monuments**

Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified and located immediately:

1. Stop work near the monument.
2. Notify the Engineer.
3. Do not resume work near the monument until authorized.

**Replace 1st sentence from Section 37-2.03D with:**

Before applying seal coat, cover manholes, valve and monument covers, monuments and monument surface references, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured by tape of adhesive to the facility being covered.

**Replace 1st sentence from Section 37-3.03A with:**

Before applying slurry seal or micro-surfacing, cover manholes, valve and monument covers, monument covers, monuments and monument surface references, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured by tape of adhesive to the facility being covered.

# REVISED STANDARD SPECIFICATIONS 2010

## DATED 04-19-13

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes a revision to the *Standard Specifications* or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

04-19-13

Replace "current" in the 2nd paragraph of section 1-1.05 with:

most recent

04-20-12

Add to the 4th paragraph of section 1-1.05:

04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

Add to the 1st table in section 1-1.06:

04-19-13

|     |                                  |
|-----|----------------------------------|
| LCS | Department's lane closure system |
| POC | pedestrian overcrossing          |
| QSD | qualified SWPPP developer        |
| QSP | qualified SWPPP practitioner     |
| TRO | time-related overhead            |
| WPC | water pollution control          |

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

06-20-12

Delete "Contract completion date" and its definition in section 1-1.07B.

10-19-12

**Delete "critical delay" and its definition in section 1-1.07B.**

**Replace "day" and its definition in section 1-1.07B with:**

10-19-12

**day:** 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
  - 2.1. Saturday and holiday.
  - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
    - 2.2.1. Adverse weather-related conditions.
    - 2.2.2. Maintaining traffic under the Contract.
    - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
    - 2.2.4. Unanticipated event not caused by either party such as:
      - 2.2.4.1. Act of God.
      - 2.2.4.2. Act of a public enemy.
      - 2.2.4.3. Epidemic.
      - 2.2.4.4. Fire.
      - 2.2.4.5. Flood.
      - 2.2.4.6. Governor-declared state of emergency.
      - 2.2.4.7. Landslide.
      - 2.2.4.8. Quarantine restriction.
    - 2.2.5. Issue involving a third party, including:
      - 2.2.5.1. Industry or area-wide labor strike.
      - 2.2.5.2. Material shortage.
      - 2.2.5.3. Freight embargo.
      - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
      - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
  - 2.3. Day during a concurrent delay.
3. **original working days:**
  - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
  - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

**Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:**

10-19-12

work

**Replace "excusable delay" and its definition in section 1-1.07B with:**

10-19-12

**delay:** Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:



- 1.1. Change in the work
- 1.2. Department action that is not part of the Contract
- 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
- 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
- 1.5. Department's failure to obtain timely access to the right-of-way
- 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
  - 3.1. Critical delay
  - 3.2. Delay to a controlling activity caused by you
  - 3.3. Non-working day

**Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:**

work

10-19-12

**Add to section 1-1.07B:**

**Contract time:** Number of original working days as adjusted by any time adjustment.

10-19-12

**Disadvantaged Business Enterprise:** Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

06-20-12

**Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:**

703 B ST

04-20-12

**Add to the table in section 1-1.11:**

|                                                    |                                                                                                                                           |    |    |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----|----|
| Office Engineer--All Projects Currently Advertised | <a href="http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php">http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php</a> | -- | -- |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----|----|

01-20-12

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## 2 BIDDING

10-19-12

**Replace the 3rd paragraph of section 2-1.06B with:**

If an *Information Handout* or cross sections are available:

01-20-12

1. You may view them at the Contract Plans and Special Provisions link at the Office Engineer--All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

01-20-12  
**Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.**

04-20-12  
**Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:**  
they

06-20-12  
**Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.**

06-20-12  
**Delete *U* in *UDBE* at each occurrence in section 2-1.12B.**

06-20-12  
**Replace the 2nd paragraph of section 2-1.12B(1) with:**  
To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

06-20-12  
**Delete the 3rd paragraph of section 2-1.12B(1):**

06-20-12  
**Replace the 7th paragraph of section 2-1.12B(1) with:**  
All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

06-20-12  
**Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:**  
provided

01-20-12  
**Delete the 2nd paragraph of section 2-1.33A.**

01-20-12  
**Replace the 3rd paragraph of section 2-1.33A with:**  
Do not fax any submittals. All submittals must be included with your bid. Failure to do so results in a nonresponsive bid.

10-19-12  
**Add to section 2-1.33C:**  
On the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid. Failure to do so results in a nonresponsive bid.

01-20-12  
**Replace the paragraph in section 2-1.35 with:**  
Submit proof of each required SSPC QP certification with your bid or fax it to (559) 740-4448 no later than 4:00 p.m. on the 2nd business day after bid opening. Failure to do so results in a nonresponsive bid.

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### 3 CONTRACT AWARD AND EXECUTION

10-19-12

#### Add to the end of section 3-1.04:

10-19-12

You may request to extend the award period by emailing the engineer or faxing a request to (559) 740-4448 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

#### Replace the paragraph in section 3-1.11 with:

10-19-12

Complete and deliver to the Office Engineer a *Payee Data Record* when requested by the Department.

#### Replace section 3-1.13 with:

07-27-12

##### 3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

#### Add to item 1 in the list in the 2nd paragraph of section 3-1.18:

07-27-12

, including the attached form FHWA-1273

#### Delete item 4 of the 2nd paragraph of section 3-1.18.

10-19-12

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### 5 CONTROL OF WORK

10-19-12

#### Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:

10-19-12

and 100 or more working days

#### Add to the list in the 4th paragraph of section 5-1.09A:

10-19-12

9. Considering discussing with and involving all stakeholders in evaluating potential VECs

**Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:**

10-19-12

, including VECs

**Replace the 1st paragraph of section 5-1.09C with:**

10-19-12

For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

**Delete the 2nd paragraph of section 5-1.09C.**

10-19-12

**Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:**

10-19-12

field supervisory personnel

**Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:**

06-20-12

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date.

**Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:**

06-20-12

30

**Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with:**

06-20-12

Performance of

**Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).**

06-20-12

**Replace the 3rd paragraph of section 5-1.13B(2) with:**

06-20-12

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

**Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:**

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

**Add to the list in the 4th paragraph of section 5-1.13B(2):**

06-20-12

8. Listed DBE voluntarily withdraws with written notice from the Contract.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause.

**Add between the 4th and 5th paragraphs of section 5-1.13B(2):**

07-20-12

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

**Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):**

07-20-12

or substituted

**Replace "Contract" in item 1 in the list in the 5th paragraph of section 5-1.13C with:**

10-19-12

work

**Replace "Reserved" in section 5-1.20C with:**

10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

**Add between the 2nd and 3rd paragraphs of section 5-1.23A:**

10-19-12

Submit action and informational submittals to the Engineer.

**Add to section 5-1.36C:**

07-20-12

If the Contract does not include an agreement with a railroad company, do not allow personnel or equipment on railroad property.

Prevent material, equipment, and debris from falling onto railroad property.

**Add between the 1st and 2nd paragraphs of section 5-1.37A:**

10-19-12

Do not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least 3 days before removing the lock.

**Replace the 1st sentence of the 1st paragraph of section 5-1.39C(2) with:**

10-19-12

Section 5-1.39C(2) applies if a plant establishment period of 3 years or more is shown on the *Notice to Bidders*.

**Replace "working days" in the 1st paragraph of section 5-1.43E(1)(a) with:**

10-19-12

original working days

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

07-27-12

**Replace "20 days" in the 14th paragraph of section 7-1.04 with:**

09-16-11

25 days

**Replace "90 days" in the 14th paragraph of section 7-1.04 with:**

09-16-11

125 days

**Add between the 18th and 19th paragraphs of section 7-1.04:**

09-16-11

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

**Replace the 2nd paragraph of section 7-1.11A with:**

07-27-12

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the *Standard Specifications*. If a number of trainees or apprentices are required, the Department shows the number on the *Notice to Bidders*. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

**FHWA-1273 Nondiscrimination Clauses**

| FHWA-1273 section      | FHWA-1273 clause                                                                                                                                           | Department clause                                                               |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Training and Promotion | In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. | If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.       |
| Records and Reports    | If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.                        | If the Contract requires on-the-job training, collect and report training data. |

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## 8 PROSECUTION AND PROGRESS

10-19-12

Replace "working days" in the 1st paragraph of section 8-1.02B(1) with:

10-19-12

original working days

Replace "working days" at each occurrence in the 1st paragraph of section 8-1.02C(1) with:

10-19-12

original working days

Delete the 4th paragraph of section 8-1.02C(1).

04-20-12

Replace "Contract" in the 9th paragraph of section 8-1.02C(1) with:

10-19-12

work

Replace the 1st paragraph of section 8-1.02C(3)(a) with:

04-20-12

Submit a description of your proposed schedule software for authorization.

Delete the last paragraph of section 8-1.02C(3)(a).

04-20-12

Replace section 8-1.02C(3)(b) with:

10-19-12

8-1.02C(3)(b) Reserved

Delete the 3rd paragraph of section 8-1.02C(5).

04-20-12

Replace "Contract" in the last paragraph of section 8-1.02C(5) with:

10-19-12

original

Replace "working days" in the 1st paragraph of section 8-1.02D(1) with:

10-19-12

original working days

Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:

01-20-12

8-1.02C(1)

**Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:**

10-19-12

work

**Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:**

10-19-12

work

**Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

work completion

**Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

original working days

**Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).**

04-20-12

**Replace the last paragraph of section 8-1.04B with:**

10-19-12

The Department does not adjust time for starting before receiving notice of Contract approval.

**Replace the 1st paragraph of section 8-1.05 with:**

10-19-12

Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first.

**Replace the 2nd paragraph of section 8-1.05 with:**

10-19-12

Complete the work within the Contract time.

**Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.**

10-19-12

**Replace the headings and paragraphs in section 8-1.06 with:**

10-19-12

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.





Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

04-20-12

Replace the formula in section 9-1.07B(2) with:

$$Q_h = HMATT \times X_a$$

04-20-12

Replace "weight of dry aggregate" in the definition of the variable  $X_a$  in section 9-1.07B(2) with:

total weight of HMA

04-20-12

Replace the formula in section 9-1.07B(3) with:

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

04-20-12

Replace "weight of dry aggregate" in the definition of the variable  $X_{arb}$  in section 9-1.07B(3) with:

total weight of rubberized HMA

04-20-12

Replace the heading of section 9-1.07B(4) with:

Hot Mix Asphalt with Modified Asphalt Binder

04-20-12

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

HMA with

04-20-12

Replace the formula in section 9-1.07B(4) with:

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

04-20-12

Replace "weight of dry aggregate" in the definition of the variable  $X_{mab}$  in section 9-1.07B(4) with:

total weight of HMA

04-20-12

Replace the formula in section 9-1.07B(5) with:

$$Q_{rap} = HMATT \times X_{aa}$$

04-20-12

Replace "weight of dry aggregate" in the definitions of the variables  $X_{aa}$  and  $X_{ta}$  in section 9-1.07B(5) with:

total weight of HMA

04-20-12

**Add after the variable definitions in section 9-1.07B(9):**

04-20-12

The quantity of extender oil is included in the quantity of asphalt.

**Replace the headings and paragraphs in section 9-1.11 with:**

10-19-12

**9-1.11A General**

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

**9-1.11B Payment Quantity**

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

**9-1.11C Payment Inclusions**

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
  - 1.1. Project managers
  - 1.2. General superintendents
  - 1.3. Field office managers
  - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
  - 1.1. Your other contracts or other businesses
  - 1.2. Equipment coordination
  - 1.3. Material deliveries
  - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract

3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

#### **9-1.11D Payment Schedule**

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

#### **9-1.11E Payment Adjustments**

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

**Delete "revised Contract" in item 1 of the 1st paragraph of section 9-1.16E(2).**

10-19-12

**Replace "2014" in the 1st paragraph of section 9-1.16F with:**

2020

10-19-12

**Replace the 2nd paragraph of section 9-1.17C with:**

Submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate.

10-19-12

**Add between "the" and "final estimate" in the 1st sentence in the 3rd paragraph of section 9-1.17C:**

proposed

10-19-12

Unofficial

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

## **DIVISION II GENERAL CONSTRUCTION**

### **10 GENERAL**

04-19-13

Replace the headings and paragraphs in section 10 with:

04-19-13

#### **10-1 GENERAL**

##### **10-1.01 GENERAL**

Section 10 includes general specifications for general construction work.

##### **10-1.02 WORK SEQUENCING**

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

##### **10-1.03 TIME CONSTRAINTS**

Reserved

##### **10-1.04 TRAINING AND MEETINGS**

Training and meetings are held at times and locations you and the Engineer agree to.

##### **10-1.05–10-1.10 RESERVED**

#### **10-2 SUSTAINABLE DESIGN REQUIREMENTS**

##### **10-2.01 GENERAL**

###### **10-2.01A General**

Reserved

###### **10-2.01B–10-2.01H Reserved**

##### **10-2.02 CALGREEN TIER 1**

###### **10-2.02A–10-2.02H Reserved**

##### **10-2.03 LEED**

###### **10-2.03A–10-2.03H Reserved**

##### **10-3–10-5 RESERVED**

#### **10-6 JOB SITE WATER CONTROL**

##### **10-6.01 GENERAL**

Section 10-6 includes specifications for controlling water to provide a dry working area at the job site.

##### **10-6.02 WATER-FILLED COFFERDAM**

Reserved

##### **10-6.03–10-6.10 RESERVED**

##### **10-7–10-20 RESERVED**

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## **12 TEMPORARY TRAFFIC CONTROL**

04-19-13

Replace the 1st paragraph of section 12-3.01A(4) with:

10-19-12

Category 2 temporary traffic control devices must be on FHWA's list of acceptable, crashworthy Category 2 hardware for work zones. This list is available on FHWA's Safety Program Web site.

**Replace "project" in the 4th paragraph of section 12-3.02C with:**

10-19-12

work

**Add after "Display" in item 4 in the list in the 2nd paragraph of section 12-3.03B:**

04-19-13

or Alternating Diamond

**Replace "project" in the 3rd paragraph of section 12-3.07C with:**

10-19-12

work

**Replace the 3rd through 5th paragraphs of section 12-4.03 with:**

04-19-13

Submit closure schedules using the Department's Internet-based LCS program to show the locations and times of the proposed closures.

The Department provides LCS training. Request LCS training at least 30 days before submitting the 1st lane closure request. The Department provides the training within 15 days after your request. The training may be web based.

Except for web-based training, the training is held at a time and location you and the Engineer agree to.

For web-based training, the Engineer provides you the website address to access the training.

Within 5 business days after completion of the training, the Department provides LCS accounts and user identifications to your assigned representatives.

Each representative must maintain a unique password and current user information in the LCS.

You will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

Submit closure schedule amendments using LCS, including adding additional closures, by noon at least 3 business days before a planned closure. Authorization of amendments will be at the discretion of the Engineer.

Cancel closure requests using LCS at least 48 hours before the time of the closure.

**Add between the 7th and 8th paragraphs of section 12-4.03:**

10-19-12

The contingency plan must identify the operations, equipment, processes, and materials that may fail and delay a reopening of a closure to traffic. List the additional or alternate equipment, materials, or workers necessary to ensure continuing operations and on-time opening of closures whenever a problem occurs. If the additional or alternate equipment, materials, or workers are not on site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.

Based on the Engineer's review, additional materials, equipment, workers, or time to complete operations from that specified in the contingency plan may be required.

Provide a general time-scaled logic diagram displaying the major activities and sequence of planned operations that comply with the requirements of section 12-4.03. For each operation, identify the critical event when the contingency plan will be activated.

Submit any revisions to the contingency plan for an operation at least 3 business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

The 5th paragraph of section 5-1.23B(1) does not apply to reviewing contingency plans.

**Replace section 12-7 with:**

09-16-11

**12-7 RESERVED**

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## **13 WATER POLLUTION CONTROL**

04-19-13

04-19-13

**Delete item 3 in the list in the 4th paragraph of section 13-1.01A.**

**Add to section 13-1.01A:**

01-20-12

Comply with the Department's general permit issued by the State Water Resources Control Board for *Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)*. The Department's general permit governs stormwater and nonstormwater discharges from the Department's properties, facilities, and activities. The Department's general permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Caltrans General Permit.

**Add to the list in the 1st paragraph of section 13-1.01D(3)(b):**

10-21-11

3. Have completed SWRCB approved QSD training and passed the QSD exam

**Add to the list in the 2nd paragraph of section 13-1.01D(3)(b):**

10-21-11

3. Have completed SWRCB approved QSP training and passed the QSP exam

**Replace "NEL violation" in item 3.6.2 in the list in the 1st paragraph of section 13-1.01D(3)(c) with:**

04-19-13

receiving water monitoring trigger

**Replace the 1st paragraph in section 13-2.01B with:**

04-19-13

Within 7 days after Contract approval, submit 2 copies of your WPCP for review. Allow 5 business days for review.

After the Engineer authorizes the WPCP, submit an electronic copy and 3 printed copies of the authorized WPCP.

If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment. If the Engineer orders changes to the WPCP based on the RWQCB's comments, amend the WPCP within 3 business days.



**Replace the 1st paragraph in section 13-3.01B(2)(a) with:**

04-19-13

Within 15 days of Contract approval, submit 3 copies of your SWPPP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required. Change and resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.

When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP.

If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

**Replace "NELs" in item 3.1 in the 3rd paragraph of section 13-3.01B(2)(a) with:**

04-19-13

receiving water monitoring triggers

**Replace section 13-3.01B(6)(c) with:**

04-19-13

**13-3.01B(6)(c) Receiving Water Monitoring Trigger Report**

Whenever a receiving water monitoring trigger is exceeded, notify the Engineer and submit a receiving water monitoring trigger report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observation and measurements
  - 1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions

**Replace "NEL" in the 6th paragraph of section 13-3.01C(1) with:**

04-19-13

receiving water monitoring trigger

**Replace section 13-3.01C(3) with:**

04-19-13

**13-3.01C(3) Receiving Water Monitoring Trigger**

For a risk level 3 project, receiving water monitoring triggers must comply with the values shown in the following table:

**Receiving Water Monitoring Trigger**

| Parameter | Test method                                    | Detection limit (min) | Unit | Value                                  |
|-----------|------------------------------------------------|-----------------------|------|----------------------------------------|
| pH        | Field test with calibrated portable instrument | 0.2                   | pH   | Lower limit = 6.0<br>Upper limit = 9.0 |
| Turbidity | Field test with calibrated portable instrument | 1                     | NTU  | 500 NTU max                            |

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the receiving water monitoring trigger for turbidity.

The daily average sampling results must not exceed the receiving water monitoring trigger for pH.

**Delete "and NELs are violated" in the 3rd paragraph of section 13-3.03C.**

04-19-13

**Replace "working days" at each occurrence in section 13-3.04 with.**

original working days

10-19-12

**Delete the 1st sentence in the 2nd paragraph of section 13-4.03C(3).**

04-19-13

**Add between the 2nd and 3rd paragraphs of section 13-4.03C(3):**

Manage stockpiles by implementing water pollution control practices on:

04-19-13

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

**Replace the paragraph in section 13-4.04 with:**

Not Used

04-20-12

**Delete "or stockpile" in the 3rd paragraph of section 13-5.02F.**

10-19-12

**Replace section 13-5.03F with:**

**13-5.03F Reserved**

04-20-12

**Delete "or stockpile" in item 1 in the list in the 1st paragraph of section 13-5.03K.**

10-19-12

**Delete the 3rd paragraph of section 13-5.03K.**

10-19-12

**Replace the 2nd sentence in the 1st paragraph of section 13-9.01A with:**

You may use any of the following systems for temporary concrete washout:

10-19-12

1. Temporary concrete washout facility
2. Portable temporary concrete washout
3. Temporary concrete washout bin

**Replace the 2nd paragraph of section 13-9.01B with:**

Retain and submit an informational submittal for records of disposed concrete waste.

10-19-12

**Delete the 4th paragraph of section 13-9.01B.**

10-19-12

**Delete "if authorized" in the 1st sentence in the 1st paragraph of section 13-9.02A.**

10-19-12

**Replace "at least 3-inch" in the 3rd sentence in the 1st paragraph of section 13-9.02A with:**

6-inch

10-19-12

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

## **15 EXISTING FACILITIES**

04-19-13

**Replace the 4th paragraph of section 15-2.10B with:**

01-18-13

Instead of using new materials similar in character to those in the existing structure, you may use raising devices to adjust a manhole to grade. Before starting paving work, measure and fabricate raising devices. Raising devices must:

1. Comply with the specifications for section 75 except that galvanizing is not required
2. Have a shape and size that matches the existing frame
3. Be match marked by painting identification numbers on the device and corresponding structure
4. Result in an installation that is equal to or better than the existing one in stability, support, and nonrocking characteristics
5. Be fastened securely to the existing frame without projections above the surface of the road or into the clear opening

**Add to the end of section 15-4.01A(2):**

04-19-13

Allow 20 days for review of the bridge removal work plan.

**Replace the 1st paragraph of section 15-5.01C(1) with:**

10-19-12

Before starting deck rehabilitation activities, complete the removal of any traffic stripes, pavement markings, and pavement markers.

**Replace the 2nd and 3rd paragraphs of section 15-5.01C(2) with:**

10-19-12

Perform the following activities in the order listed:

1. Abrasive blast the deck surface with steel shot. Perform abrasive blasting after the removal of any unsound concrete and placement of any rapid setting concrete patches.
2. Sweep the deck surface.
3. Blow the deck surface clean using high-pressure air.

**Replace the 2nd paragraph of section 15-5.01C(4) with:**

10-19-12

Before removing asphalt concrete surfacing, verify the depth of the surfacing at the supports and midspans of each structure (1) in each shoulder, (2) in the traveled way, and (3) at the roadway crown, if a crown is present.

**Delete "and concrete expansion dams" in the 3rd paragraph of section 15-5.01C(4).**

04-19-13

**Replace the 2nd paragraph of section 15-5.03A(2) with:**

10-19-12

For a contract with less than 60 original working days, submit certificates of compliance for the filler material and bonding agents.

**Replace "51-1.02C" in the 1st paragraph of section 15-5.03B with:**

04-19-13

51-1.02F

**Replace the 4th paragraph of section 15-5.03B with:**

10-19-12

For a contract with less than 60 original working days, alternative materials must be authorized before use.

**Add between the 5th and 6th paragraphs of section 15-5.03C:**

10-19-12

The final surface finish of the patched concrete surface must comply with section 51-1.03F.

**Delete the 4th paragraph of section 15-5.05C.**

10-19-12

**Replace "51-1.03F(5)" in the 3rd paragraph of section 15-5.06C(1) with:**

10-19-12

51-1.01D(4)

**Replace "51-1.03E(5)" in the 5th paragraph of section 15-5.06C(1) with:**

10-19-12

51-1.03F(5)

**Delete the 9th paragraph of section 15-5.06C(1).**

10-19-12

**Delete the 15th paragraph of section 15-5.06C(1).**

04-19-13

**Add to section 15-5.06C(1):**

Texture the polyester concrete surface before gelling occurs by longitudinal tining under 51-1.03F(5)(b)(iii), except do not perform initial texturing.

10-19-12

**Replace section 15-5.06C(2) with:**

**15-5.06C(2) Reserved**

04-19-13

**Delete the 3rd paragraph of section 15-5.06D.**

04-19-13

**Replace the 1st paragraph in section 15-5.07B(4) with:**

Payment for furnishing dowels is not included in the payment for core and pressure grout dowel.

10-19-12

**Replace section 15-5.09 with:**

04-19-13

**15-5.09 POLYESTER CONCRETE EXPANSION DAMS**

**15-5.09A General**

Section 15-5.09 includes specifications for constructing polyester concrete expansion dams.

Polyester concrete expansion dams must comply with the specifications for polyester concrete overlays in section 15-5.06, except a trial slab is not required.

Reinforcement must comply with section 52.

**15-5.09B Materials**

Not Used

**15-5.09C Construction**

For new asphalt concrete overlays, place the asphalt concrete overlay before starting polyester concrete activities. Saw cut and remove asphalt concrete at expansion dam locations.

For existing asphalt concrete overlays, remove expansion dams and asphalt concrete to the limits shown. Removing expansion dams must comply with section 15-4 except a bridge removal work plan is not required.

Where a portion of the asphalt concrete overlay is to remain, saw cut a 2-inch-deep neat line along the edge to remain in place before removing the asphalt concrete. Do not damage the existing surfacing to remain in place.

Prepare the deck surface under section 15-5.01C(2).

You may use a mechanical mixer to mix the polyester concrete for expansion dams. The mixer capacity must not exceed 9 cu ft unless authorized. Initiate the resin and thoroughly blend it immediately before mixing it with the aggregate. Mix the polyester concrete for at least 2 minutes before placing.

The application rate of methacrylate resin must be approximately 100 sqft/gal.

You may place and finish expansion dams using hand methods.

Protect expansion dams from moisture, traffic, and equipment for at least 4 hours after finishing.

For expansion dams over 6 feet long, install 1/4-inch-wide joint material at 6-foot intervals across the width of the expansion dam. Joint material must be either expanded polyurethane or expanded polyethylene.

Not Used

01-18-13

## INVERT PAVING

[illegible]

## 19 EARTHWORK

04-19-13

07-01-11

07-01-11

01-20-12

- 01-20-12

04-19-13

04-19-13

01-20-12

01-20-12

01-20-12

01-20-12

01-18-13

01-18-13

04-19-13

04-19-13

04-19-13

04-19-13

**Replace the 1st paragraph of section 19-3.03E(3) with:**

01-20-12

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

**Replace the 2nd paragraph of section 19-3.03F with:**

01-20-12

Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

**Add between the 2nd and 3rd paragraphs of section 19-3.03K:**

01-20-12

Before you excavate for the installation of ground anchors in a wall zone:

1. Complete stability testing
2. Obtain authorization of test data

**Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:**

01-20-12

Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

**Add between the 8th and 9th paragraphs of section 19-3.03K:**

01-20-12

When your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

**Replace the 9th paragraph of section 19-3.03K:**

01-20-12

Do not excavate to the next underlying excavation lift until the following conditions have been attained for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing is constructed.
3. Grout and shotcrete have cured for at least 72 hours.
4. Specified tests are complete for that portion of wall and the results are authorized.
5. Soil nail facing anchorages are attached or ground anchors are locked off.

01-18-13

01-20-12

**Replace the 2nd sentence in the 7th paragraph of section 19-3.04 with:**

01-18-13

Structure excavation more than 0.5 foot from the depth shown is paid for as a work-character change if you request an adjustment or the Engineer orders an adjustment.

work completion date

10-19-12

**19-10-19-20 RESERVED**

01-18-13

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## 29 TREATED PERMEABLE BASES

04-20-12

section 64-4.03

04-20-12

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### 30 RECLAIMED PAVEMENTS

04-20-12

04-20-12

### 30-1 GENERAL

### 30-1.01 GENERAL

Section 30 includes specifications for reclaiming the pavement section and constructing a base.

### 30-2. FULL DEPTH RECLAIMED—FOAMED ASPHALT

Reserved

**30-3-30-6 RESERVED**

[illegible]

## 37 BITUMINOUS SEALS

01-18-13

**Replace section 37-1.01 with:**

01-18-13

### 37-1.01 GENERAL

### 37-1.01A Summary

Section 37-1 includes general specifications for applying bituminous seals.

### 37-1.01B Definitions

Reserved

### 37-1.01C Submittals

Reserved



### **37-1.01D Quality Control and Assurance**

#### **37-1.01D(1) General**

Reserved

#### **37-1.01D(2) Prepaving Conference**

For seal coats and micro-surfacing, schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. Paving construction foreman
3. Traffic control foreman

Be prepared to discuss:

1. Quality control
2. Acceptance testing
3. Placement
4. Training on placement methods
5. Checklist of items for proper placement
6. Unique issues specific to the project, including:
  - 6.1. Weather
  - 6.2. Alignment and geometrics
  - 6.3. Traffic control issues
  - 6.4. Haul distances
  - 6.5. Presence and absence of shaded areas
  - 6.6. Any other local issues

#### **37-1.02 MATERIALS**

Not Used

#### **37-1.03 CONSTRUCTION**

Not Used

#### **37-1.04 PAYMENT**

Not Used

**Replace "Reserved" in section 37-2.01D(1) with:**

01-18-13

Aggregate suppliers, chip spreader operators, emulsion distributor, and for coated chips, the coated chips producer must attend the prepaving conference.

**Add to section 37-2.03A:**

04-20-12

If you fail to place the permanent traffic stripes and pavement markings within the specified time, the Department withholds 50 percent of the estimated value of the seal coat work completed that has not received permanent traffic stripes and pavement markings.

**Add to section 37-3.01D(1):**

01-18-13

Micro-surfacing spreader operators must attend the prepaving conference.

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

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## **75 MISCELLANEOUS METAL**

04-19-13

**Add between 2nd and 3rd paragraphs of section 75-1.03A:**

04-19-13

Fabricate expansion joint armor from steel plates, angles, or other structural shapes. Shape the armor to the section of the concrete deck and match-mark it in the shop. Bevel the unbolted end of the checkered plate at 45 degrees. Straighten warped sections of expansion joint armor before placing. Secure the expansion joint armor in the correct position during concrete placement.

**Replace "SSPC-QP 3" in the 3rd paragraph of section 75-1.03E(4) with:**

10-19-12

AISC-420-10/SSPC-QP3

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## **84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

01-20-12

**Replace the 1st paragraph in section 84-2.04 with:**

01-20-12

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

**Add to section 84:**

01-20-12

**84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY**

Reserved

**84-7-84-10 RESERVED**

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## 88 GEOSYNTHETICS

01-18-13

Replace the row for hydraulic bursting strength in the table in the 2nd paragraph of section 88-1.02B with:

10-19-12

|                                     |             |     |
|-------------------------------------|-------------|-----|
| Puncture strength, lb<br>min        | ASTM D 6241 | 310 |
| Trapezoidtearingstrength, lb<br>min | ASTM D 4533 | 56  |

Replace the 3rd paragraph in section 88-1.02C with:

10-19-12

Geocomposite wall drain must be from 0.25 to 2 inches thick.

Replace the value for permittivity of woven fabric in the table in the 1st paragraph of section 88-1.02E with:

01-20-12

0.05

Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:

01-20-12

0.012

Replace the table in the 1st paragraph of section 88-1.02G with:

01-20-12

### Sediment Filter Bag

| Property                                                                 | Test        | Values  |          |
|--------------------------------------------------------------------------|-------------|---------|----------|
|                                                                          |             | Woven   | Nonwoven |
| Grab breaking load, lb, 1-inch grip<br>min, in each direction            | ASTM D 4632 | 200     | 250      |
| Apparent elongation, percent<br>min, in each direction                   | ASTM D 4632 | 10      | 50       |
| Water flow rate, gal per minute/sqft<br>min and max average roll value   | ASTM D 4491 | 100-200 | 75-200   |
| Permittivity, sec <sup>-1</sup><br>min                                   | ASTM D 4491 | 1.0     | 1.0      |
| Apparent opening size, inches<br>max average roll value                  | ASTM D 4751 | 0.023   | 0.012    |
| Ultraviolet resistance, %<br>min retained grab breaking load,<br>500 hr. | ASTM D 4355 | 70      | 70       |

Replace the table in the 1st paragraph of section 88-1.02H with:

01-20-12

#### Temporary Cover

| Property                                                            | Test        | Values |          |
|---------------------------------------------------------------------|-------------|--------|----------|
|                                                                     |             | Woven  | Nonwoven |
| Grab breaking load, lb, 1-inch grip min, in each direction          | ASTM D 4632 | 200    | 200      |
| Apparent elongation, percent min, in each direction                 | ASTM D 4632 | 15     | 50       |
| Water flow rate, gal per minute/sqft min and max average roll value | ASTM D 4491 | 4-10   | 80-120   |
| Permittivity, sec <sup>-1</sup> min                                 | ASTM D 4491 | 0.05   | 1.0      |
| Apparent opening size, inches max average roll value                | ASTM D 4751 | 0.023  | 0.012    |
| Ultraviolet resistance, % min retained grab breaking load, 500 hr.  | ASTM D 4355 | 70     | 70       |

Replace section 88-1.02P with:

01-18-13

#### 88-1.02P Biaxial Geogrid

Geosynthetics used for biaxial geogrid must be a punched and drawn polypropylene material formed into an integrally formed biaxial grid. When tested under the referenced test methods, properties of biaxial geogrid must have the values shown in the following table:

#### Biaxial Geogrid

| Property                                                                 | Test        | Value             |
|--------------------------------------------------------------------------|-------------|-------------------|
| Aperture size, inch <sup>a</sup> min and max                             | Calipered   | 0.8-1.3 x 1.0-1.6 |
| Rib thickness, inch min                                                  | Calipered   | 0.04              |
| Junction thickness, inch min                                             | Calipered   | 0.150             |
| Tensile strength, 2% strain, lb/ft <sup>a</sup> min                      | ASTM D 6637 | 410 x 620         |
| Tensile strength at ultimate, lb/ft <sup>a</sup> min                     | ASTM D 6637 | 1,310 x 1,970     |
| Ultraviolet resistance, percent min retained tensile strength, 500 hours | ASTM D 4355 | 100               |
| Junction strength, lb/ft <sup>a</sup> min                                | ASTM D 7737 | 1,220 x 1,830     |
| Overall flexural rigidity, mg-cm min                                     | ASTM D 7748 | 750,000           |
| Torsional rigidity at 20 cm-kg, mm-kg/deg <sup>b</sup> min               | GRI:GG9     | 0.65              |

<sup>a</sup>Machine direction x cross direction

<sup>b</sup>Geosynthetic Research Institute, Test Method GG9, *Torsional Behavior of Bidirectional Geogrids When Subjected to In-Plane Rotation*

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## **DIVISION X MATERIALS**

### **90 CONCRETE**

08-05-11

**Replace the 3rd paragraph of section 90-1.01C(7) with:**

08-05-11

Submit weighmaster certificates in printed form or, if authorized, in electronic media. Present electronic media in a tab-delimited format on a CD or DVD. Captured data for the ingredients represented by each batch must be line feed carriage return and one line separate record with sufficient fields for the specified data.

**Replace the 3rd paragraph of section 90-3.01C(5) with:**

08-05-11

Production data must be input by hand into a pre-printed form or captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab-delimited format on a CD or DVD. Each capture of production data must be followed by a line feed carriage return with sufficient fields for the specified data.

Unofficial

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## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

|          |                                  |
|----------|----------------------------------|
| A10A     | Abbreviations (Sheet 1 of 2)     |
| RSP A10B | Abbreviations (Sheet 2 of 2)     |
| A10C     | Lines and Symbols (Sheet 1 of 3) |
| A10D     | Lines and Symbols (Sheet 2 of 3) |
| A10E     | Lines and Symbols (Sheet 3 of 3) |

### TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

|     |                                                               |
|-----|---------------------------------------------------------------|
| T1A | Temporary Crash Cushion, Sand Filled (Unidirectional)         |
| T1B | Temporary Crash Cushion, Sand Filled (Bidirectional)          |
| T2  | Temporary Crash Cushion, Sand Filled (Shoulder Installations) |

|         |                                     |
|---------|-------------------------------------|
| RSP P74 | Pavement Edge Treatments            |
| RSP     | Pavement Edge Treatments – Overlays |

### TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

### ROADSIDE SIGNS

|     |                                                                |
|-----|----------------------------------------------------------------|
| RS1 | Roadside Signs, Typical Installation Details No. 1             |
| RS2 | Roadside Signs - Wood Post, Typical Installation Details No. 2 |

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COUNTY OF TULARE

STATE OF CALIFORNIA

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## PROPOSAL TO THE BOARD OF SUPERVISORS

**FOR CONSTRUCTING: TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**

Name of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

Business Mailing Address \_\_\_\_\_

Place of Business \_\_\_\_\_

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work and the annexed proposed form of contract; and he proposes and agrees if this proposal is accepted, that he will contract with the County of Tulare, in the form of the copy of the contract annexed hereto, to provide all necessary machinery tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and he will take in full payment therefore the following unit prices, to wit:

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**TULARE COUNTY RESOURCE MANAGEMENT AGENCY****TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**

| Item No. | Items with Unit Price Written in Words                             | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|----------|--------------------------------------------------------------------|-----------------|--------------------|------------|--------|
| 1        | Mobilization<br>_____per lump sum                                  | LS              | 1                  |            |        |
| 2        | Construction Area Signs<br>_____per lump sum                       | LS              | 1                  |            |        |
| 3        | Traffic Control System<br>_____per lump sum                        | LS              | 1                  |            |        |
| 4        | Lead Compliance Plan<br>_____per lump sum                          | LS              | 1                  |            |        |
| 5        | Temporary Pavement Marker (Refl.)<br>_____per lump sum             | LS              | 1                  |            |        |
| 6        | Prepare Water Pollution Control Program<br>_____per lump sum       | LS              | 1                  |            |        |
| 7        | Cold Plane Asphalt Concrete Pavement<br>_____per square<br>yard    | SY              | 29,030             |            |        |
| 8        | Shoulder Backing<br>_____per lump sum                              | STA             | 135                |            |        |
| 9        | Imported Borrow (Shoulder Backing)<br>_____per each                | CY              | 250                |            |        |
| 10       | Finishing Roadway<br>_____per lump sum                             | LS              | 1                  |            |        |
| 11 (F)   | Class 2 Aggregate Base<br>_____per cubic yard                      | CY              | 430                |            |        |
| 12       | Hot Mix Asphalt (Type A)<br>_____per ton                           | TON             | 5,902              |            |        |
| 13       | Asphalt Binder (Geosynthetic Pavement Interlayer))<br>_____per ton | TON             | 27                 |            |        |

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| Item No. | Items with Unit Price Written in Words                            | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|----------|-------------------------------------------------------------------|-----------------|--------------------|------------|--------|
| 14       | Geosynthetic Pavement Interlayer (Fabric)<br>_____per square yard | SY              | 25,030             |            |        |
| 15 (F)   | Roadway Excavation<br>_____per cubic yard                         | CY              | 730                |            |        |
| 16       | Minor Concrete (Curb)<br>_____per linear foot                     | LF              | 63                 |            |        |
| 17       | Minor Concrete (Curb & Gutter)<br>_____per linear foot            | LF              | 361                |            |        |
| 18       | Minor Concrete (Sidewalk)<br>_____per square foot                 | SF              | 1,836              |            |        |
| 19       | Minor Concrete (Driveway)<br>_____per square foot                 | SF              | 1,044              |            |        |
| 20       | Minor Concrete (Continuous Gutter)<br>_____per linear foot        | SF              | 1,125              |            |        |
| 21       | 20' Radius Curb Return<br>_____per each                           | EA              | 8                  |            |        |
| 22       | 35' Radius Curb Return<br>_____per each                           | EA              | 1                  |            |        |
| 23       | Detectable Warning Surface<br>_____per square foot                | SF              | 135                |            |        |
| 24       | Slurry Seal (Type II)<br>_____per ton                             | TON             | 354                |            |        |
| 25       | Tack Coat<br>_____per ton                                         | TON             | 1                  |            |        |
| 26       | Adjust Valve Box Frame and Cover to Grade<br>_____per each        | EA              | 9                  |            |        |

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| Item No. | Items with Unit Price Written in Words                 | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|----------|--------------------------------------------------------|-----------------|--------------------|------------|--------|
| 27       | Adjust Inlet<br>_____per each                          | EA              | 1                  |            |        |
| 28       | Remove and Replace Survey Monument<br>_____per each    | EA              | 6                  |            |        |
| 29       | Paint Traffic Stripe (2-Coat)<br>_____per linear foot  | LF              | 20,820             |            |        |
| 30       | Thermoplastic Pavement Marking<br>_____per square foot | SF              | 370                |            |        |

TOTAL (In words and numbers)\_\_\_\_\_

In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the County's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placements. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific discrepancies cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Board of Supervisors, and such discretion will be exercised in the manner deemed by the Board of Supervisors to best carry out its duty to award only to the lowest responsive, responsible bidder. The decision of the Board of Supervisors respecting the amount of a bid, or the existence or treatment of a discrepancy in a bid shall be final.

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If this proposal is accepted and the undersigned is awarded the Contract, given notice of the award and presented with the Contract for signature as provided in the Special Provisions, and shall fail, within the time and manner required under the Special Provisions, to sign and deliver the Agreement to the Clerk of the Board of Supervisors, together with all required insurance certificates, bonds, powers of attorney, certificate of authority, insurance rating, financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the signed Agreement, then the Board of Supervisors may, in its sole discretion, determine that the bidder has abandon his bid, whereupon the Board's acceptance of this proposal shall be deemed frustrated, and such bid security as may accompany this proposal shall become due and owing to the County of Tulare as liquidated damages.

Accompanying this proposal is a \_\_\_\_\_ for

\$\_\_\_\_\_. (Insert the words "Cash", "Cashier's Check", "Certified Check" or Bidders Bond", as the case may be, and an amount equal to at least ten percent (10%) of the total bid).

The undersigned understands that the Board of Supervisors retains the option to reject any or all bids.

Further, as part of the proposal, the contractor provides the following information and representations:

Unofficial

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## PUBLIC CONTRACT CODE SECTION 9204 STATEMENT

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project.

For this legislation, a "public works project" is defined as "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind."

A "claim" is defined as "a separate demand by a contractor sent by registered mail or certified mail with return receipt requested..." and is limited to three types of contract disputes:

1. "A time extension...for relief from damages or penalties for delay assessed by a public entity...."
2. "Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled,"  
and/or
3. "Payment of an amount that is disputed by the public entity."

Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."

For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute." The public entity must schedule the meet and confer conference within 30 days of the demand.

Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute.

Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation." If mediation fails to resolve the dispute, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).

The full text of this new legislation is set forth below:

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:  
SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5

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(commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim.

Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

(Added by Stats. 2016, Ch. 810, Sec. 1. Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

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## ADDENDA CERTIFICATION STATEMENT

This Proposal is submitted with respect to the changes in the contract documents included in Addendum

Number(s) \_\_\_\_\_.

Name of Contractor \_\_\_\_\_

Warning. If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal will be rejected.

The above Addenda Certification Statement is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Addenda Certification Statement.

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any officer of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

Note: The above Questionnaire and Statement are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature under penalty of perjury of this Questionnaire and Statement.

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## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_ , has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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# NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

## NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on \_\_\_\_\_ [date],

at \_\_\_\_\_ [city], \_\_\_\_\_ [state]

\_\_\_\_\_  
(Signature)

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*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed  
subcontractor \_\_\_\_\_, hereby certifies that

he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signing this Proposal on the signature portion thereof shall also constitute signing this certificate.

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# DEBARMENT AND SUSPENSION CERTIFICATION

## TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
  - has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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## LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 2-1.33C of the Standard Specifications, Public Contract Code section 4104, and Labor Code section 1771 et seq., each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, as well as the subcontractor's Department of Industrial Relations' ("DIR") registration number, and State contractor's license number. In each instance, the nature and extent of the work to be sublet shall be described. On the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid. Failure to submit a properly completed Subcontractor List form results in a nonresponsive bid. Note: (1) pursuant to Public Contract Code Section 4104(a)(2), an inadvertent error in listing the California contractor license number provided pursuant to this paragraph shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the County by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor; (2) pursuant to Labor Code Section 1771.1(c), an inadvertent error in listing a subcontractor who is not registered with the DIR in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Labor Code Section 1725.5.

The General Contractor to whom the contract is awarded will not be permitted, without the written consent of the Tulare County Director of the Resource Management Agency or designee, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. Consent to the substitution of another person as subcontractor shall only be permitted in accordance with Public Contract Code Section 4107.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only in accordance with Public Contract Code Section 4109.

| <u>Subcontractor Information</u> |                |                       |                 | <u>Work Portion</u>         |                    |                          |
|----------------------------------|----------------|-----------------------|-----------------|-----------------------------|--------------------|--------------------------|
| <u>Name</u>                      | <u>Address</u> | <u>DIR<br/>Number</u> | <u>Lic. No.</u> | <u>Bid<br/>Item<br/>No.</u> | <u>Description</u> | <u>% of<br/>Bid Item</u> |
|                                  |                |                       |                 | a)                          |                    |                          |
|                                  |                |                       |                 | b)                          |                    |                          |
|                                  |                |                       |                 | c)                          |                    |                          |
|                                  |                |                       |                 | d)                          |                    |                          |
|                                  |                |                       |                 | a)                          |                    |                          |
|                                  |                |                       |                 | b)                          |                    |                          |
|                                  |                |                       |                 | c)                          |                    |                          |
|                                  |                |                       |                 | d)                          |                    |                          |
|                                  |                |                       |                 | a)                          |                    |                          |
|                                  |                |                       |                 | b)                          |                    |                          |
|                                  |                |                       |                 | c)                          |                    |                          |
|                                  |                |                       |                 | d)                          |                    |                          |

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| <u>Subcontractor Information</u> |                |                       |                 | <u>Work Portion</u>         |                    |                              |
|----------------------------------|----------------|-----------------------|-----------------|-----------------------------|--------------------|------------------------------|
| <u>Name</u>                      | <u>Address</u> | <u>DIR<br/>Number</u> | <u>Lic. No.</u> | <u>Bid<br/>Item<br/>No.</u> | <u>Description</u> | <u>% of<br/>Bid<br/>Item</u> |
|                                  |                |                       |                 | a)                          |                    |                              |
|                                  |                |                       |                 | b)                          |                    |                              |
|                                  |                |                       |                 | c)                          |                    |                              |
|                                  |                |                       |                 | d)                          |                    |                              |
|                                  |                |                       |                 | a)                          |                    |                              |
|                                  |                |                       |                 | b)                          |                    |                              |
|                                  |                |                       |                 | c)                          |                    |                              |
|                                  |                |                       |                 | d)                          |                    |                              |
|                                  |                |                       |                 | a)                          |                    |                              |
|                                  |                |                       |                 | b)                          |                    |                              |
|                                  |                |                       |                 | c)                          |                    |                              |
|                                  |                |                       |                 | d)                          |                    |                              |
|                                  |                |                       |                 | a)                          |                    |                              |
|                                  |                |                       |                 | b)                          |                    |                              |
|                                  |                |                       |                 | c)                          |                    |                              |
|                                  |                |                       |                 | d)                          |                    |                              |
|                                  |                |                       |                 | a)                          |                    |                              |
|                                  |                |                       |                 | b)                          |                    |                              |
|                                  |                |                       |                 | c)                          |                    |                              |
|                                  |                |                       |                 | d)                          |                    |                              |

Further, as part of this proposal, the contractor agrees to the terms, and supplies the information required in the attached "Bidders Bond" or other security instruments (if such bond or instrument is required). Such Bond or instrument is considered part of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

#### IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, vice-president, secretary, and treasurer thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

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By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Board of Supervisors prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Date: \_\_\_\_\_

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COUNTY OF TULARE  
STATE OF CALIFORNIA

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_

\_\_\_\_\_, AS PRINCIPAL, and

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the County of Tulare, hereinafter called the Obligee, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Board of Supervisors, County of Tulare, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the Board of Supervisors, County of Tulare, for certain construction specifically described as follows, for which bids are to be opened at Visalia, California, on \_\_\_\_\_, \_\_\_\_\_, for construction of **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, given the required notice of award and presented with the Contract for signature and, within the time and manner required under the Special Provisions, executes and files it with the Clerk of the Board of Supervisors in the prescribed form and in accordance with the bid, together with all insurance certificates, bonds, powers of attorney, certificates of authority and financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the executed Agreement, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Principal

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Surety

Note - Signature of those executing for the surety must be properly acknowledged or notarized.

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COUNTY OF TULARE  
STATE OF CALIFORNIA

**CONTRACT**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and \_\_\_\_\_, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and is willing and able to perform the Work on the terms and conditions set forth herein; and

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to Contractor.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at his own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Assistant Director of Public Works or designee **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**. Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2010 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2010 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved July 18, 2017 and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE  
PROJECT PLANS FOR CONSTRUCTION OF

**TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

| Item No. | Items with unit price written in words | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|----------|----------------------------------------|-----------------|--------------------|------------|--------|
|----------|----------------------------------------|-----------------|--------------------|------------|--------|

(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE PROPOSAL)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license during the period of the construction. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, California 95827. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
2. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer:                      Hernan Beltran, P.E.  
                                          Chief Engineer - Construction  
                                          County of Tulare  
                                          5961 South Mooney Boulevard  
                                          Visalia, CA93277

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ARTICLE X. Prior to approval of this agreement by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Section 7-1.06 which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Section 7-1.06 shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the 2010 Caltrans Standard Specifications, the project plans, the 2010 Caltrans Standard Plans, the Technical Specifications, all Addenda, and the accepted Proposal to the Board of Supervisors (Bid Proposal) by Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the bid or proposal of Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

**ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor will begin work within fifteen (15) calendar days after receipt of said notice, in full compliance with said Section 8-1.04, and will complete all work within fifty (50) working days from the date established in the Notice to Proceed. Contractor agrees to pay as liquidated damages and not as a penalty the amount established pursuant to Section 8-1.10 of the Standard Specifications, County and Contractor agreeing that if the Work is not completed within the Contract Time, then County's damages would be extremely difficult or impracticable to determine and that the amount specified is a reasonable estimate of the reasonable sum for such damages. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.**

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least 30 days prior written notice of such termination.



IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

BOARD OF SUPERVISORS  
COUNTY OF TULARE  
STATE OF CALIFORNIA

By \_\_\_\_\_  
Chairman of the Board  
of Supervisors  
"County"

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

"Contractor"

Licensed in accordance with an act  
providing for the registration of contractors.

License No. \_\_\_\_\_

Federal Employer Identification

Number \_\_\_\_\_

Dated: \_\_\_\_\_  
APPROVED AS TO FORM,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

# STATUTORY PERFORMANCE BOND PURSUANT TO

California Public Contract Code  
Section 20129

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (Hereinafter called the Principal), as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the \_\_\_th day of \_\_\_\_\_, \_\_\_\_\_ for construction of **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the Agreement, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said Agreement that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived and will indemnify, defend, and save harmless the Obligee, its governing board, officers, agents, and employees as required by the Agreement; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Whenever Obligee declares Principal to be in default under the Agreement, then the Surety will remedy the default pursuant to the Agreement, or will promptly do one of the following, at the Obligee's option:

- (1) Undertake through its agents or independent contractors, reasonably acceptable to the Obligee, to complete the Project in accordance with all terms and conditions in the Agreement, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages, and with no requirement for a "take-over" or similar agreement"; or
- (2) Permit the Obligee to complete the Project in any manner consistent with California law and reimburse the Obligee for all costs it incurs in completing the Project, and in correcting, repairing, or replacing any defects in materials, equipment or workmanship, which do not conform to the Agreement.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor that Surety may propose in fulfillment of its obligations in the event of default by the Principal. Surety will not utilize Principal in completing the Project or accept a bid from the Principal for completion of the Work if the Obligee, when declaring the Principal in default, notifies Surety of the Obligee's objection to Principal's further participation in the completion of the Project.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the construction work on this Project, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Obligee's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Obligee or its successors or assigns. If Obligee sues upon this bond, then Surety will pay reasonable attorney's fees and costs incurred by the Obligee in such suit, irrespective of the penal amount of this bond.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.

Unofficial

# STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code  
Sections 3247 through 3252

## KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_.(Hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_th day of \_\_\_\_\_, \_\_\_\_\_ for construction of **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT** to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et. seq.

This bond shall inure to the benefit of any person named in California Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California

Unofficial

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF TULARE )

Date \_\_\_\_\_

CONTRACTOR

# **TERRA BELLA & RICHGROVE ROAD IMPROVEMENT PROJECT**

## **CONTRACT DOCUMENT CHECKLIST**

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (six copies). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 3247 through 3252 (on the forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance (on the form included herein).
4. Certificate(s) of Insurance in compliance with the requirements of Section 7-1.06 of the Special Provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid state contractor's license required to perform the work under this Contract. A copy of the Contractor's license is sufficient.